

## RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNIFICATION

**Purpose of this Form.** This form is to be signed by the each Participant in the Activity. In consideration of the educational, social, recreational, and other benefits to be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows.

**Definitions.** The following terms have the stated meaning when used in this document:

- **Participant** – the student(s) participating in the Activity and all related activities that execute(s) this document.
- **Potential Liabilities** – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from Participant’s involvement in the Activity, such as medical expenses, other costs, injury, sickness, or death.
- **Activity** – the \_\_\_\_\_, in conjunction with or arranged by the \_\_\_\_\_ and to be held on or about \_\_\_\_\_, including all activities incidental or connected therewith.
- **UA** – The Board of Trustees of the University of Alabama, including the University of Alabama, foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives and volunteers.
- **Group** – the \_\_\_\_\_, who have arranged the Activity, and its members, officers, employees, and agents.

**Liability Release. THIS IS A RELEASE OF LIABILITY.** Participant knowingly and voluntarily waives, releases, exculpates, and discharges UA and the Group from and against any and all Potential Liabilities connected with the Activity. By signing this form, you voluntarily agree to discharge UA and the Group in advance from all such Potential Liabilities.

**Indemnification.** Participant agrees to hold harmless and indemnify UA and the Group from and against all Potential Liabilities related to or arising from Participant’s involvement in the Activity.

**Assumption of Risk.** Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation: activities potentially related to the Activity; travel risks such as accidents, crashes, and risks from autos operated by UA or the Group as well as autos operated by other individuals or entities, poorly maintained roads, sidewalks, as well as criminal acts that can result in serious injury or death; premises risks, including those that may be owned by others and risks from water, such as drowning; injury risks from falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in the Activity (such as transmitted illnesses or others’ actions); health risks, such as heart or respiratory events as well as other risks inherent in any strenuous activities, including things identified as “injury risks” herein; equipment risks, including failure, misuse, inherent risks, and risks from non-UA equipment; and other risks and hazards beyond the control of UA, the Group, or others. Participant acknowledges that he/she has had an opportunity to investigate the Activity before executing this form and, knowing and understanding all risks associated with the Activity, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Activity. Participant also agrees to take all reasonable steps to avoid any risks, injury, or death.

**Health Care and Emergencies.** Neither UA nor the Group accept responsibility or liability for providing health care services or health care insurance for Participant. Participant should consult his/her own medical care provider, and warrants his/her physical fitness to participate in the Activity. Participant authorizes UA and the Group to obtain any necessary medical treatment for Participant during the Activity. Participant agrees to be responsible for the payment of any fees and charges that may be imposed by any doctor or hospital

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facility in the provision of medical care to Participant. Further, Participant agrees to indemnify and hold UA and the Group harmless from any claim that may be made by a doctor of medical facility of said fees and charges incurred in the provision of medical care to Participant. If requested, the Participant may be required to provide the name(s) and contact number(s) for a parent, guardian, or other party that is a reliable contact in the event of emergencies.

**Conduct.** Participant agrees, for the duration of the Activity, to abide by all applicable federal, state, and local laws as well as the rules and regulations for the Activity. Participant also agrees to at all times to comply with UA’s Student Code of Conduct, which applies to behavior on and off campus. Further, Participant agrees to follow posted signs as well as instructions and directions of any accompanying University or Group official or other official associated the Activity. Participant shall conduct himself/herself in a manner that brings honor to himself/herself, his/her family and his/her community.

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